

APPROVED

Latvian Institute of Organic Synthesis

Procurement Commission

Meeting of 5 February, 2015

Minutes No. 2015/11 – 01

**APP LATVIAN INSTITUTE OF ORGANIC SYNTHESIS**

**Open Competition**

**“Supply of quantum chemistry calculation software package to the Latvian Institute of Organic Synthesis within the Framework of ERDF activity 2.1.1.3.3.”**

**Regulations**

**Procurement identification number**

OSI 2015/11 AK ERAF

Riga

2015

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**CHAPTER I**

# DIRECTIONS FOR THE TENDERERS

## GENERAL INFORMATION

* 1. **Procurement Identification Number**

OSI 2015/11 AK ERAF

CPV code: Main subject: 48100000-9. Additional subjects: 72212461-8

* 1. **Contracting Authority**

|  |  |
| --- | --- |
| **Name of the contracting authority** | APP Latvian Institute of Organic Synthesis |
| **Address** | Aizkraukles iela 21, Riga, LV -1006, Latvia |
| **Registration No.** | LV90002111653 |
| **Bank account No.** | LV41UNLA0001001609845 |
| **Contact person** | Artūrs Aksjonovs |
| **Telephone No.** | +371 67014884 |
| **Fax No.** | +371 67014813 |
| **Email address** | [arturs@osi.lv](mailto:arturs@osi.lv) |
| **Working hours** | From 9.00 to 17.00 |

* 1. **Receipt of the Open Competition Regulations**

The **Open Competition Regulations** may be downloaded from the Contracting Authority’s website at http://www.osi.lv.

Should the interested supplier request a hard copy of the procurement documents, the Contracting Authority will issue the Regulations within three business days after receipt of an application for such documents, on the condition that the application for the documents has been submitted in due time prior to the tender submission deadline.

* 1. **Method of Procurement**

The method of procurement shall be an open competition (hereinafter referred to as the Competition) organised in line with the Public Procurement Law.

* 1. **Submission and Opening of Tenders**
     1. Tenders shall be submitted in one sealed, stamped and signed envelope. If the tender is not arranged according to the abovementioned requirements, it will be returned to the Tenderer without the registration thereof.
     2. Place and procedure of submission of the tender:
        1. The tender shall be submitted at the Latvian Institute of Organic Synthesis, Room 245, 2nd Floor, Aizkraukles iela 21, Riga.
        2. **The tenders may be submitted** on weekdays, from 9:00 to 17:00, **by 14:00 hours, 10 March, 2015.**

Tenders that are not submitted in line with the specified procedure and that are not arranged so that the information contained in the tender is not accessible until the opening of the tenders, or tenders received after the specified submission deadline will not be reviewed and will be returned to the applicant. Upon submission of the tender the Tenderer may request confirmation of the acceptance of the tender (with a statement of the time of acceptance of the tender).

* + 1. **The tenders are opened at 14:00 hours, on 10 March, 2015,** at Aizkraukles iela 21, Riga, in the meeting room on the 2nd floor. All interested parties may participate in the opening of the Competition tenders, by producing a personal identification document. The names and positions of all participants are entered in the register of participants of the tender opening meeting.
    2. Tenderers may withdraw a submitted tender or make corrections to a submitted tender before the deadline indicated in Clause 1.5.2.2 of the Regulations.
  1. **Validity of the Tender**
     1. The tender submitted by the Tenderer shall be valid, i.e. binding on the applicant thereof until entering into the procurement contract, but in any case not less than for 90 days following the date of opening of the tenders indicated in Clause 1.5.2.2 of the Competition Regulations (hereinafter referred to as the Regulations). The Tenderer may specify a longer term of validity of the tender. The tender of the Tenderer to whom the contract is awarded becomes an integral part to the contract.
     2. Where the procurement contract cannot be entered into within the term indicated in Clause 1.6.1 due to objective reasons, the Contracting Authority may request in writing an extension of the tender validity term. If the Tenderer agrees to extend the tender validity term without changing the content and price of its tender, it shall notify the Contracting Authority in writing thereof.
  2. **Tender Security**

No tender security is required.

* 1. **Arrangement of the Tender**
     1. The competition tender, documents and correspondence related to the Competition proceedings between the Contracting Authority and the Tenderer shall be in Latvian or in English, if the Tenderer’s company is registered outside Latvia and has no possibility to prepare the documents in Latvian.
     2. The tender shall be submitted in a sealed, stamped and signed envelope on which the following shall be indicated:
        1. Name and address of the Contracting Authority;
        2. Name and address of the Tenderer;
        3. The following note:

**“Supply of quantum chemistry calculation software package to the Latvian Institute of Organic Synthesis within the Framework of ERDF activity 2.1.1.3.3.”**

Procurement identification No**.:** **OSI 2015/11 AK ERAF**

Do not open before the tenders opening meeting.”

* + 1. The tender consists of three parts:
       1. The application for participation in the Competition with the enclosed Tenderer’s selection documents;
       2. The technical tender;
       3. The financial tender.
    2. The tender shall be bound (stitched together), the tender pages shall be enumerated and correspond to the enclosed Table of Content. Each part of the tender documents shall be respectively titled “Application for Participation in the Tender”, “Technical Tender” and “Financial Tender”.
    3. The Tenderer shall submit one original and one copy of the tender. The words “ORIGINAL” and “COPY” shall be indicated on the original and the copy of the tender respectively. The original tender and all copies thereof shall be placed in the envelope indicated in Clause 1.8.2.
    4. The Tenderer shall also submit an electronic version of the tender in an optical data carrier (a CD or DVD). It is mandatory that the electronic tender shall contain the parts “Technical Tender” and “Financial Tender”, while it is not mandatory to include the part indicated in Clause 1.8.3.1. The data carrier with the electronic version of the tender shall be placed in the envelope indicated in Clause 1.8.2.

The file of the electronic version of the tender shall correspond to the following conditions:

* + - 1. The file of the electronic version of the tender shall be in a format that supports text search according to a text fragment. The file shall not be in the format of successively scanned tender images.
      2. It is preferable to submit the file in a format that is compatible with MS Office application software; where the Tenderer is unable to ensure such a possibility he may choose any other popular and/or freely publicly available file format.
    1. The documents included in the tender shall be legible and without corrections, but should there be any corrections such shall be confirmed by the signature of the authorised representative.
    2. The tender shall be signed by the chief executive of the Tenderer or a person authorised thereof.
    3. The Tenderer shall submit a signed tender. If the tender is submitted by a group of persons the tender shall be signed by all persons who are part of the group of persons.
    4. If the tender is submitted by a group of persons or a partnership, the person who represents the respective group of persons or partnership and is authorised to sign the documents related to the Competition shall be indicated in the tender.
    5. For the purpose of submission of the tender or the application the candidate or the tenderer may certify the authenticity of all derived documents and translations with a single certification, provided the entire tender or application is bound or stitched together.
    6. The Tenderers may receive back their submitted tenders before the tender submission deadline if the Tenderer wishes to withdraw his tender or change the content thereof; as well as in the case indicated in Paragraph 41 Section 55 of the Public Procurement Law.
    7. The procurement documentation is issued to Tenderers free of charge. The Competition Regulations are freely available in electronic format.
  1. **Miscellaneous** 
     1. Should the Tenderer have questions or additional information requests regarding the requirements of the Competition Regulations, technical specifications or the draft procurement contract annexed to the Regulations, such shall be submitted to the Procurement Commission by mail or to the electronic mail address arturs@osi.lv.

Where a written question is received from the Tenderer to the abovementioned email address the Contracting Authority will prepare a written answer as soon as possible but in any case not later than within five days and together with the respective question (without indicating the applicant), publish it on the Contracting Authority’s homepage.

According to Paragraph 4 Section 30 of the Public Procurement Law and with consideration of the fact that the Competition Regulations are freely available in electronic format and the Contracting Authority is unable to detect the range of tenderers who are preparing tenders for the competition, the tenderers are themselves responsible for becoming familiar with the information published on the Procurement Monitoring Bureau’s and/or the Contracting Authority’s homepages and any changes in or adjustments of the Regulations in a timely fashion.

* + 1. Composition of the Procurement Commission:

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Name, surname** | **Position** | **Signature** |
| **Chairman of the Commission** | Ivars Kalviņš | Director |  |
| **Commission Members** | Osvalds Pugovičs | Deputy Director |  |
|  | Dace Kārkle | Deputy Director |  |
|  | Gunārs Duburs | Head of the Membrane-Active Compounds Laboratory |  |
|  | Modris Banka | Chief Engineer |  |
| **Secretary** | Artūrs Aksjonovs | Head of the Procurement Department |  |

* + 1. The Procurement Commission was established pursuant to Order No. 29 (17.06.2013).

## **INFORMATION REGARDING THE SUBJECT OF PROCUREMENT AND CONTRACT**

* 1. **Objective of the Procurement**

The objective of the procurement is to enter into a procurement contract to purchase quantum chemistry calculation software package for the Latvian Institute of Organic Synthesis within the Framework of Implementation of European Regional Development Fund (hereinafter referred to as the ERDF) activity 2.1.1.3.3 according to the Technical Specification..

* 1. **Subject of the Procurement**

The subject of procurement shall be the supply of a quantum chemistry calculation software package to the Latvian Institute of Organic Synthesis within the Framework of Implementation of European Regional Development Fund (hereinafter referred to as the ERDF) activity 2.1.1.3.3 according to the Technical Specification.

The supplier shall provide deliveries in line with the requirements of the Technical Specifications (Chapter II).

* 1. **Number of Tenders**

A Tenderer may submit **one tender for the entire scope of the procurement** according to the Technical Specifications (see Chapter II of the Regulations “Technical Specifications”).

* 1. **Contracting Conditions**

One procurement contract will be entered into for the entire scope of the procurement.

* 1. **The Place of Performance of the Contract**

The place of performance of the Contract shall be Aizkraukles iela 21, Riga, LV-1006, Latvia.

* 1. **The Term of Performance of the Contract**
     1. The term of performance of the contract shall be 2 (two) weeks from the date of signing of the contract.
  2. **Conditions of the fulfilment of the contract**
     1. Supply of the software must be provided within two weeks from the date of signing of the contract.
     2. Amendments to the procurement contract, where necessary, shall be introduced in line with the provisions of Section 671 of the Public Procurement Law.

## TENDERER EXCLUSION PROVISIONS, SELECTION AND QUALIFICATION REQUIREMENTS

* 1. **Provisions of the Tenderer’s Participation in the Tender**
     1. Any person or a group of persons from any country who is registered as provided for by the law and who meets the requirements set forth in the Regulations may participate in the Tender.
  2. **Tenderer Exclusion Provisions**
     1. The Contracting Authority will exclude the tenderer or candidate from participation in the procurement procedure pursuant to Section 391 of the Public Procurement Law.
  3. **Qualification Requirements**
     1. There are no Qualification Requirements for this Open Competition.

## DOCUMENTS FOR SUBMISSION

* 1. **Tenderer Selection Documents**
     1. Application for participation in the Tender.

The Tenderer’s application for participation in the Competition confirms the Tenderer’s commitment to supply the Goods according to the requirements of the Regulations. The application shall be signed by a person or persons authorised to do so on behalf of the company. The signature of each person shall be transcribed (the full name, surname and positions shall be indicated).

* + 1. The application for participation in the Competition shall be prepared according to the sample enclosed therein. See Sample 1 in Chapter IV of the Regulations.
    2. A copy of the registration certificate issued by the Register of Enterprises of the Republic of Latvia or a similar foreign business registration authority.
    3. If the Tenderer is registered or permanently residing abroad, he shall submit a statement regarding the Tenderer’s officials with the signatory right issued by the business register of the country of registration.
  1. **Tenderer Qualification Documents**
     1. General information regarding the Tenderer according to Sample 4.1 in Chapter IV of the Regulations. All boxes shall be completed.
  2. **Documents Necessary for the Assessment of the Exclusion Provisions Regarding the Tenderer to whom the Contract should be Awarded**
     1. To verify whether a Tenderer should be excluded from participation in the procurement procedure the Contracting Authority acquires information on the candidate or tenderer by using the information system indicated by the Cabinet of Ministers pursuant to Section 391 of the Public Procurement Law.
     2. To verify whether a Tenderer who is registered or permanently resides abroad should be excluded from participation in the procurement procedure the Contracting Authority requests, pursuant to Section 391 of the Public Procurement Law, that the candidate or the Tenderer submits a statement issued by the competent authority of the relevant country confirming that the provisions of exclusion from the procurement procedure do not apply to the candidate or the Tenderer.
  3. **The Technical Tender**
     1. The technical Tender shall be prepared in line with the requirements of the Technical Specifications (Chapter II). The Tenderer shall prepare the Technical Tender according to Sample 2 of Chapter IV “Samples for Tender Preparation” of the Regulations. Where it is necessary for complete clarity, a short description of the supplied goods shall be included in the Technical Tender.
  4. **The Financial Tender**
     1. The Financial Tender shall be prepared with consideration of the amount of the Goods to be supplied and Related Services to be provided and the characterisation thereof indicated in the Technical Specifications, according to the Sample Financial Tender (Sample 3 in Chapter IV of the Regulations).
     2. Prices in the Financial Tender shall be indicated in EUR, separately quoting the price less the value added tax, the applicable VAT (the relevant proportion) and the price with VAT. The Financial Tender shall contain unit prices for every item thereof.
     3. The unit prices of the goods contained in the Financial Tender shall contain all costs, including:
* costs of delivery to the addresses indicated by the Contracting Authority;
* technical supply costs;
* other tax costs, including costs related to customs clearance of the goods, except the value added tax costs, which applies to the delivery of goods and provision of services related thereto;
* insurance of the Goods until acceptance (where appropriate);
* transport, accommodation (hotel) costs, per diems (where appropriate);
* and other costs related to the delivery of goods and provision of services related thereto.
  + 1. The prices and unit rates proposed by the Tenderer shall remain unchanged over the entire term of performance of the contract.

## THE TENDER ASSESSMENT AND SELECTION CRITERIA

* 1. **Presentation of the Supply of Goods**
     1. No presentation of goods should be provided for.
  2. **Verification of the Arrangement of the Tender**
     1. The arrangement of the tender, the compliance of the Tenderer selection and qualification documentation, the Technical Tender and the Financial Tender are assessed by the Procurement Commission in a closed commission meeting.
     2. The Procurement Commission will initially verify whether the submitted tenders by Tenderers are compliant with the provisions of the Regulations, that is, whether all the documents indicated in Clause 4 have been submitted, as well as check the arrangement of the tender in line with the requirements of Clause 1.8.
     3. If the tender fails to comply with the requirements of the Regulations or has not been duly arranged, the Procurement Commission may decide on not promoting the tender for further review.
  3. **Verification of the Tenderer Compliance and Qualification**
     1. Within the scope of verification of the compliance of Tenderers the Procurement Commission will verify the documents indicated in Clause 4.1 of the Regulations in order to ascertain whether the Tenderer complies with the Tenderer selection criteria indicated in Clause 3.
     2. After the verification of compliance the Commission assesses the qualification documents submitted by the Tenderers.
     3. The Procurement Commission will reject without further review, the tenders of Tenderers which it finds inappropriate and/or insufficiently qualified for the Equipment Supply.
  4. **Tender Selection Criteria**
     1. The Procurement Commission performs the verification of the compliance of the Technical Tenders during which the compliance of Technical Tenders with the Technical Specifications is verified. **If the Tenderer’s tender fails to comply with the requirements of Technical Specifications the Procurement Commission will not continue the reviewing of this tender.**
     2. In the event of doubt the Procurement Commission will verify the genuineness of the information included in the tenders by means of all available sources of information (according to Clause 7.1.4 of the Regulations). **Where it is established that the Tenderer’s tender contains false information, it will be rejected.**
     3. **The Procurement Commission will choose the tender with the lowest price (**if procurement consists from separate lots **– in each lot), which complies with the requirements of the Regulations and Technical Specifications**, on the condition that the Tenderer meets the tenderer selection and qualification requirements.
     4. For the purpose of assessment of the price the Commission will consider the total tender price less value added tax. If a mathematical error is established in the financial tender the Procurement Commission will correct such errors.
     5. The Procurement Commission will notify the Tenderer in whose tender corrections have been made on all corrections of mathematical errors, within 3 business days. The Procurement Commission continues the assessment of the corrected tenders taking the corrections made thereto into account.

## PROCUREMENT CONTRACT

* 1. The Contracting Authority will enter into the contract with the Tenderer to whom it is awarded on the basis of the Tenderer’s tender, pursuant to the provisions of the Regulations and the draft procurement contract included in Chapter III of the Regulations.
  2. The contract with the selected Tenderer is entered into not earlier than on the next business day following the expiry of the waiting period, unless an application regarding violations of the procurement procedure is submitted to the Procurement Monitoring Bureau according to the procedure set forth in Section 83 of the Public Procurement Law. Pursuant to the Public procurement Law, the waiting period shall be as follows:
     1. 10 days following the date on which the information regarding the results of the procurement procedure is sent to all tenderers by fax or electronically with a secure electronic signature or delivered personally, and additionally one business day;
     2. 15 days following the date of sending of the information indicated in Clause 6.2.1, in the event such information is sent by mail to at least one Tenderer, and additionally one business day;
     3. Where the last day of the waiting period indicated in Clauses 6.2.1 or 6.2.2 is a business day preceded by weekend or a holiday the waiting period shall be extended by one business day.
  3. Should the Tenderer have questions or additional information requests regarding the terms of the draft procurement contract annexed to the Regulations, such shall be reviewed not later than six days prior to the expiry of the tender opening term. The Procurement Commission has the authority to assess whether the request has been submitted in a timely manner for the provision of an answer.

Any objections regarding the terms of the draft procurement contract indicated in the tender or submitted after the opening of tenders will not be considered.

* 1. The Tenderer shall ensure that the proposed price remains constant over the entire period of performance of the procurement contract. No possible inflation, change of market situation or any other circumstances may constitute grounds for the raising of the prices and the Tenderer has to forecast and calculate any consequences caused by the abovementioned processes when developing its financial tender.

## RIGHTS AND OBLIGATIONs OF THE PROCUREMENT COMMISSION

* 1. **Rights of the Procurement Commission**
     1. The Procurement Commission may amend the Regulations in line with the procedure under Paragraph 3 Section 29 of the Public Procurement Law.
     2. The Procurement Commission may assess whether the Tenderer has submitted additional information requests in a timely fashion so that the Procurement Commission may reply to such in accordance with Paragraph 3 Section 30 of the Public Procurement Law.
     3. To require the Tenderer to adjust the information regarding its tender, where such is necessary for the verification of the arrangement of tenders, verification of the Tenderer’s qualification, as well as for the assessment of the technical or financial tenders pursuant to Section 45 of the Public Procurement Law.
     4. The Procurement Commission may verify the genuineness of the provided information.
     5. To correct mathematical errors in the Financial Tenders.
     6. To engage experts in the verification of the arrangement of tenders, verification of the Tenderer’s qualification and the assessment of the technical or financial tenders.
     7. Pursuant to these Regulations and the Public Procurement Law the Procurement Commission may decide upon awarding the procurement contract or closing the Competition without choosing any of the tenders.
     8. To choose the next suitable tender with the lowest price if the selected Tenderer refuses to enter into the procurement contract with the Contracting Authority.
  2. **Obligations of the Procurement Commission**
     1. To ensure the progress and documenting of the competition procedure.
     2. To ensure free competition of the Tenderers, as well as the equal and fair treatment thereof.
     3. Upon request by interested parties, to provide information and reply to additional requests of the Tenderers regarding the Regulations pursuant to Section 30 of the Public Procurement Law. The Contracting Authority will provide information regarding the requirements included in the procurement documentation in relation to the preparation and submission of tenders or selection of tenderers not later than six days prior to the expiry of the tender submission term, on the condition that the request has been submitted in a timely fashion.
     4. To assess the Tenderers and submitted tenders thereof pursuant to the Public Procurement Law, other laws and regulations and the Regulations, to select a tender or to pass a decision on the closing of the Competition without selecting any of the tenders.
     5. Within three business days after the passing of the decision on the awarding of the procurement contract or decision on the closing of the Competition without selecting any of the tenders, to send the information regarding the decision simultaneously (within one day) to all Tenderers. To publish the announcement regarding the results of the procurement procedure on the website of the Procurement Monitoring Bureau within three business days after notifying the Tenderers, as provided in Paragraph 1 Section 27 of the Public Procurement Law.
     6. Where only one Tenderer corresponds to all the Tenderer selection criteria indicated in the Open Competition Regulations or the announcement regarding the contract, the Procurement Commission will prepare and include justification of the fact that the presented tenderer selection requirements are objective and commensurate in the procurement procedure report. If the Commission is unable to justify that the presented tenderer selection requirements are objective and commensurate, it shall pass a decision on the termination of the procurement procedure.

## RIGHTS AND OBLIGATIONS OF THE TENDERER

* 1. **Rights of the Tenderer**
     1. To join in a group with other suppliers and submit one joint tender.
     2. The Tenderer may set forth conditions regarding the confidentiality of its information submitted to the Procurement Commission.
     3. The Tenderer may request additional information regarding the Regulations according to Paragraph 3 Section 30 of the Public Procurement Law.
     4. The Tenderer may submit an application regarding the requirements included in the Open Competition Regulations and the announcement regarding the contract to the Procurement Monitoring Bureau not later than 10 days prior to the expiry of the tender submission term.
     5. To require a confirmation of the acceptance of the tender upon the submission thereof.
     6. To amend or withdraw the submitted tender prior to the expiry of the tender submission term.
     7. To participate in the tender opening meeting.
     8. To request from the Contracting Authority, a possibility to become familiar with the procurement procedure report (the Final Report).
     9. The Tenderer may appeal the decision passed by the Procurement Commission to the Procurement Monitoring Bureau subject to Section 83 of the Public Procurement Law (Prior to entering into the procurement contract; see Clause 6.2 of the Regulations).
  2. **Obligations of the Tenderer**
     1. To prepare the tenders in line with the requirements of the Regulations.
     2. To provide true information.
     3. To provide answers to the requests made by the Procurement Commission with regard to the additional information necessary for the verification of the arrangement of tenders, verification of the Tenderer’s qualification and assessment of the tenders.
     4. By submitting the tender the Tenderer accepts all provisions of the Open Competition Regulations in their entirety.
     5. To cover all costs related to the preparation and submission of the tenders.

**CHAPTER II**

# TECHNICAL SPECIFICATIONS

## 

## GENERAL INFORMATION

The Tenderer shall prepare the technical proposal according to the Technical Specification.

**Contracting Authority**

APP Latvian Institute of Organic Synthesis, Aizkraukles 21, Riga LV-1006, Latvia

**The Description of the Supply**

Latvian Institute of Organic Synthesis is going to acquire a quantum chemistry calculation software package allowing:

* to perform chemical structure geometry optimization to stationary points for both ground and exited states, chemical reaction modeling in both vacuum and solvents, multiple theory layer calculations, vibrational analysis and orbital analysis for stationary points,
* to perform parallel calculations over local area network and distributed memory multiprocessor environments,
* to generate input files and process and visualize calculation results with graphic user interface.

## technical specifications

**DESCRIPTION OF THE GOODS TO BE SUPPLIED**

The software package should meet the specifications below:

|  |  |
| --- | --- |
| ***Position*** | ***Description / requirements*** |
| *1* | *2* |
| ***General requirements*** | |
| License type | Perpetual |
| Platform | The software package shall be compatible with Linux operating system and computer cluster consisting of 10 nodes, each node has 2 x Intel Xeon E5-2630 v2 CPU (6 cores each), 64 GB RAM and 2 x Nvidia Tesla K20M |
| ***Quantum chemistry calculation capabilities*** | |
| Fundamental algorithms | At least following functionalities:   * initial guess generated from fragment guesses or fragment SCF solutions, * density fitting and Coulomb engine for DFT calculations * calculation of 1 and 2 electron integrals over contracted gaussian functions. |
| Model chemistries | Software package must contain at least following models:   * Ground State Semi-Empirical, * Self Consistent Field (SCF), * Density Functional Theory, * Electron Correlation.   Software package must contain at least following bases sets:   * Pople basis sets, * LanL2DZ, * cc-pV{D,T,Q,5,6}Z, * Dcc-p{D,T}Z, * QZVP, * EPR-III, * DG{D,T}ZVP, * CBSB7 |
| *1* | *2* |
| Geometry optimizations and reaction modeling | At least following functionalities:   * geometry optimizations in redundant internal, internal (Z-matrix), Cartesian, or mixed internal and Cartesian coordinates, * Newton-Raphson and Synchronous Transit-Guided Quasi-Newton methods for locating transition structures, * relaxed and unrelaxed potential energy surface scans, * intrinsic reaction path following (IRC) * calculations of conical intersections via state-averaged CASSCF |
| Excited state calculations | At least following functionalities:   * ZINDO energies, * SAC-CI energies and gradients, * restartable time-dep. DFT energies and gradients, * time-dependent DFT calculations using the Tamm-Dancoff approximation. |
| Multiple theory layer calculations | At least following functionalities:   * calculate 3 layer energies, gradients and frequencies using any available method for any layer, * IRC calculations. |
| Vibrational analysis | Vibrational analysis should allow calculate and include (not limited to):   * vibrational frequencies and normal modes, * anharmonic frequency analysis including full anharmonic IR intensities, * dynamic Raman Optical Activity (ROA) intensities, * hindered rotor analysis, * Specialized basis sets for NMR spin-spin coupling calculations. |
| ***Parallel calculations over local area network and distributed memory multiprocessor environments*** | |
| Parallel calculations | The software package shall be able to perform parallel calculations:   * over local area network, * on computer cluster, * using shared memory parallelism within nodes, * on user assigned nodes/workers. |
| ***File and data visualization*** | |
| Examine molecular structures | At least the following functionalities shall be available:   * rotate, translate and zoom in 3D with mouse operations, * view numeric value for any structural parameter, * use multiple synchronized or independent views of same structure * customize display layout, * per-atom labels for element, serial number, NMR shielding. |
| Building/modifying molecules | At least the following functionalities shall be available:   * import standard molecule file formats (PDB, mol, mol2, cif, gjf, com, out, log, chk, cub\*), * include/discard waters on PDB import, * modify bond type/length, bond angles, dihedral angles, * place atom/fragment at centroid position of selected atoms, * invert structure about selected atom, * select by PDB residue or secondary structure, * specify nonstandard isotopes, * customize fragment placement behavior. |
| *1* | *2* |
| Prepare and run calculations | At least the following functionalities shall be available:   * add or redefine redundant internal coordinates, * specify frozen atoms/coordinates during geometry optimizations, * specify atoms for NMR spin-spin coupling, * assign multi-layer calculation atoms by direct selection, bond proximity to specified atom, PDB file residue, secondary structure, * specify setting for multiprocessor and cluster/network parallel jobs, * select solvent and specify other parameters for calculations in solution, * initiate remote jobs via a customizable script, * specify atom equivalences for QST2/QST3 transition state optimizations. |
| Visualize results | At least the following functionalities shall be available:   * examine atomic changes: numerical values, color atoms by charge, dipole moment vector, * create surfaces and contours for molecular orbitals, electron density, electrostatic potential, spin density, NMR shielding density, * customize plot and spectra displays by zooming, scaling, inverting, * animate normal modes associated with vibrational frequencies, * display calculated spectra: IR, Raman, NMR, VCD, ROA, UV‑Visible, * display 3D surface plots for 2-variable scan calculations, * save plots as images or textual data files. |

**DOCUMENTS TO BE SUPPLIED**

Detailed manual of the software package with regard to its use and application notes shall be supplied in English or an Internet site containing the manual shall be indicated.

**PLACE OF DELIVERY**

The software package shall be delivered to the Latvian Institute of Organic Synthesis at Aizkraukles 21, LV-1006, Riga, Latvia.

**SCHEDULE AND TIME OF DELIVERY**

Time of delivery is 2 weeks from the signing of the contract.

**AFTER-SALE SERVICES**

The tender shall separately quote the costs of updates and other necessary services, but **they shall not be included in the tender price.**

**CHAPTER III**

# DRAFT CONTRACT

**AGREEMENT No.**

**<*agreement number shall include the name and number of the ERDF project*>**

|  |  |
| --- | --- |
| [*Place of signing*] | [*Date*] |

**Latvian Institute of Organic Synthesis,** duly represented by its Director **Ivars Kalviņš**, hereinafter referred to as the Customer, the party of the first part, and

**<*name* *of the Seller*>, registration No. <*registration number*>** duly represented by its <*position, name and surname of the authorised person*>, hereinafter referred to as the Seller, the party of the second part,

jointly and individually hereinafter referred to as the Parties, based on the results of tender No. <***procurement ID***> on **<*procurement name*>** organised by theLatvian Institute of Organic Synthesis, hereinafter referred to as the Tender, and the offer delivered by the Seller, have agreed as follows:

1. **Subject of the matter**
   1. With this Agreement, the Customer shall assign and the Contractor shall provide [***name of the service***] (hereinafter – the Services) according to Technical Specification (Annex No. 1 to the Agreement), Technical Offer of the Contractor (Annex No. 2 to the Agreement), Financial Offer of the Contractor (Annex No. 3 to the Agreement) and Licence Agreement (Annex No. 4 to the Agreement).
2. **Agreement documents**
   1. The Agreement consists of the following documents which shall be deemed to be integral parts hereto:
3. Conditions of the Agreement;
4. Technical Specifications (Annex No. 1 to the Agreement);
5. Technical Offer (Annex No. 2 to the Agreement)
6. Financial Offer (Cost estimate), (Annex No. 3 to the Agreement);
7. Licence Agreement (Annex No. 4 to the Agreement).
8. **Procedure of performance of the Agreement**
   1. The Contractor shall ensure timely and quality **delivery of Software** according to the terms indicated in this Agreement and its Annexes till [***date***].
   2. The place of delivery shall be at Aizkraukles iela 21, Riga, LV-1006, Latvia.
9. **Agreement Price and procedure of payment**
   1. The Service price to be paid by the Customer to the Contractor, including taxes, duties and all other required expenses, except VAT, shall be **EUR** **<*sum*>** (sum in words), where VAT (if applicable) amounts to **EUR** **<*sum*>** (sum in words) and the service price, including VAT as applicable, shall be **EUR** **<*sum*>** (sum in words), hereinafter referred to as the Agreement Price.
   2. Payment of the Agreement Price to the Seller shall be made by the Customer in the following procedure:
10. The Commissioning Party shall pay an advance of **30 % (thirty percent)** of the total Contract Price, which constitutes **EUR** **<*sum*>** (sum in words), where VAT (if applicable) amounts to **EUR** **<*sum*>** (sum in words) and the service price, including VAT as applicable, shall be **EUR** **<*sum*>** (sum in words). The advance shall be paid upon signing the Agreement, and the payment shall be effected within 15 (fifteen) days from the receipt of a corresponding invoice from the Seller. Seller could refuse from advance payment.

1. The Customer shall pay **70 % (seventy percent)** of the total Agreement Price, which amounts to **EUR** **<*sum*>** (sum in words), where VAT (if applicable) amounts to **EUR** **<*sum*>** (sum in words) and the service price, including VAT as applicable, shall be **EUR** **<*sum*>** (sum in words). Such sum shall be paid after delivery of the software. The Contracting Authority shall make the payment within 30 (thirty) days by transferring the funds to the bank account indicated in the invoice submitted by the Seller.
2. **Obligations, rights and liability of the Parties**
   1. The Contractor shall perform the Services according to Technical Specification provided in Annex No. 1 of the Agreement.
   2. The Contractor shall not disclose information, shall not keep and shall not deliver to third parties any documents which are available in connection to the performance of The Agreement, or any copies thereof.
   3. The Customer shall:
      1. make payments in the procedure set forth in Section 4 of the Agreement;
      2. to the extent of its ability, provide to the Contractor all information directly required for the performance of the Agreement which is requested by the Contractor as well as the information which the Customer or the Contractor shall deem necessary to deliver for facilitating performance of the Agreement.
   4. The Contractor shall assign the person responsible for performance of obligations hereunder (hereinafter – the Contractor’s Contact Person) ***[name, surname, position]***, telephone No.: ***[telephone number]***, e-mail: ***[e-mail address]***.
   5. The Customer shall assign the person responsible for performance of obligations hereunder (hereinafter – the Customer’s Contact Person) ***[name, surname, position]***, telephone No.: ***[telephone number]***, e-mail: ***[e-mail address]***.
3. **Confidentiality**
   1. All and any information provided by the Customer to the Contractor during performance of the Agreement or disclosed in course of performance of work duties, and the results of performance of the Agreement as well as any part of such information, including, but not limited to information about the activities, financial condition or technologies of the Customer, including written, oral, digitally stored, audio – visual and any other information stored in any other manner, as well as the information about performance of this Agreement shall be recognised and deemed as confidential.
   2. The Contractor shall have no right to disclose information learned from the Customer during performance hereunder to any third parties without receipt of written consent of the Customer. The Contractor shall use all due care and attention to grant safety and protection of the information.
   3. The Contractor shall ensure that its officials, staff, consultants and other relevant persons who shall use the confidential information of the Customer shall receive and use it solely for ensuring performance of the Agreement and only in the required amount, as well as shall accept and abide to at least the same confidentiality obligations as the ones set forth for the Contractor in this Agreement.
   4. Provisions of Section 6 of the Agreement shall survive termination of the Agreement without any limitation of term.
   5. Provisions of Section 6 of the Agreement shall by no means be applied to the right of the Customer to freely dispose of any information acquired using offered software.
4. **Force Majeure**
   1. For purposes of this Agreement, Force Majeure shall mean the event beyond reasonable control of the Party, (like natural disasters, breakdowns, public unrest, emergency situation, activities of governmental institutions and others) which renders impossible the performance of obligations of the Party arising from this Agreement.
   2. If the duration of Force Majeure circumstances exceeds 3 (three) months, the Parties shall agree on postponing or termination of performance of obligations, or the procedure of its continuing.
5. **Term of validity of the Agreement**
   1. The Agreement shall enter into force after mutual signing and shall remain valid until full performance of obligations hereunder.
   2. Amendments to the Agreement, where necessary, shall be introduced in line with the provisions of Section 671 of the Public Procurement Law.

1. **Other provisions**
   1. The Agreement is made and signed in 2 (two) original copies on ***(number of pages)*** pages, both copies having equal legal power. One copy of the Agreement shall rest with the Customer and the other – with the Contractor.
   2. The Tender Rules, the Contractor’s Offer and 4 (four) Annexes to the Agreement are integral parts of the Agreement and shall be binding upon the Parties in performance of the Agreement.
2. **Details and signatures of the parties**

|  |  |
| --- | --- |
| „ For the Supplier  **„*Name of the Supplier*”**  VAT No. *XXXXX*  *Address*,  *City, ZIP code, country*  Bank:  *Bank name*  SWIFT: *XXXXX*  IBAN: *XXXXX*  ***Name of the Supplier***  *<Position>*:  *Name, Surname*  <*Place of signing contract*>  <*date*><*month*> <*year*> | For the Contracting Authority:  **Latvian Institute of Organic Synthesis**  VAT No. LV90002111653  Aizkraukles street 21,  Riga, LV-1006, Latvia  Bank:  A/S SEB Banka  SWIFT: UNLALV2X  IBAN: LV41UNLA0001001609845  **Latvian Institute of Organic Synthesis** Director:  Ivars Kalviņš  <*Place of signing contract*>  <*date*><*month*><*year*> |

**Supplement No. 1**

**To the Contract No. *<contract No>***

**Technical specifications**

***(Corresponding Technical specifications from the Dossier shall be placed here)***

|  |  |
| --- | --- |
| „ For the Supplier  **„*Name of the Supplier*”**  VAT No. *XXXXX*  *Address*,  *City, ZIP code, country*  ***Name of the Supplier***  *<Position>*:  *Name, Surname* | For the Contracting Authority:  **Latvian Institute of Organic Synthesis**  VAT No. LV90002111653  Aizkraukles street 21,  Riga, LV-1006, Latvia  **Latvian Institute of Organic Synthesis** Director:  Ivars Kalviņš |

**Supplement No. 2**

**To the Contract No. *<contract No>***

**Technical offer**

***(Technical offer from the Supplier’s tender shall be placed here)***

|  |  |
| --- | --- |
| „ For the Supplier  **„*Name of the Supplier*”**  VAT No. *XXXXX*  *Address*,  *City, ZIP code, country*  ***Name of the Supplier***  *<Position>*:  *Name, Surname* | For the Contracting Authority:  **Latvian Institute of Organic Synthesis**  VAT No. LV90002111653  Aizkraukles street 21,  Riga, LV-1006, Latvia  **Latvian Institute of Organic Synthesis** Director:  Ivars Kalviņš |

**Supplement No. 3**

**To the Contract No. *<contract No>***

**Financial offer**

***(Financial offer from the Supplier’s tender shall be placed here)***

|  |  |
| --- | --- |
| „ For the Supplier  **„*Name of the Supplier*”**  VAT No. *XXXXX*  *Address*,  *City, ZIP code, country*  ***Name of the Supplier***  *<Position>*:  *Name, Surname* | For the Contracting Authority:  **Latvian Institute of Organic Synthesis**  VAT No. LV90002111653  Aizkraukles street 21,  Riga, LV-1006, Latvia  **Latvian Institute of Organic Synthesis** Director:  Ivars Kalviņš |

**Supplement No. 4**

**To the Contract No. *<contract No>***

**Licence Agreement**

***(Licence Agreement of offered software)***

|  |  |
| --- | --- |
| „ For the Supplier  **„*Name of the Supplier*”**  VAT No. *XXXXX*  *Address*,  *City, ZIP code, country*  ***Name of the Supplier***  *<Position>*:  *Name, Surname* | For the Contracting Authority:  **Latvian Institute of Organic Synthesis**  VAT No. LV90002111653  Aizkraukles street 21,  Riga, LV-1006, Latvia  **Latvian Institute of Organic Synthesis** Director:  Ivars Kalviņš |

**CHAPTER IV**

# SAMPLES FOR TENDER PREPARATION

## SAMPLE 1

**APPLICATION FOR PARTICIPATION IN THE OPEN TENDER**

**Contracting Authority: Latvian Institute of Organic Synthesis**

**ID No.: OSI 2015/11 AK ERAF** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

/Date/

**Procurement title: “Supply of quantum chemistry calculation software package to the Latvian Institute of Organic Synthesis within the Framework of ERDF activity 2.1.1.3.3..”**

Having familiarised ourselves with the Open Competition Regulations we, the undersigned, offer the **supply of software and deliver related services** in line with the requirements of the Open Competition Regulations and agree with all the terms and conditions of the Open Tender.

Should our tender be accepted, we undertake to supply all the goods indicated in the Technical Specifications according to the Technical Tender and the Financial Tender that form a part of our tender.

We hereby confirm that our tender is valid until the signing of the procurement contract.

We hereby submit our tender that consists of the Tenderer selection and qualification documents specified in the Competition Regulations, the Technical Tender and Financial Tender.

Name of the Tenderer:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name, surname, position

of the authorised representative:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of the authorised representative:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## SAMPLE 2

**TECHNICAL TENDER**

**Procurement title: “Supply of quantum chemistry calculation software package to the Latvian Institute of Organic Synthesis within the Framework of ERDF activity 2.1.1.3.3.”**

**ID No.: OSI 2015/11 AK ERAF**

1. **Description of the Goods**

*<Description of the offered goods according to the Technical Specification>*

|  |  |  |
| --- | --- | --- |
| **Requirements of Contracting Authority** | | **Tenderer`s Offer** |
| **Position**  *(from tech. specs)* | **Description / requirements**  *(from tech. specs)* | **Parameters of offered product** |
|  |  |  |
|  |  |  |
|  |  |  |

1. **List of Information and Documents to the Submitted**

The following documents will be submitted:

*<include and describe the documents to be submitted>*

1. **Other information (*as appropriate*)**

We hereby confirm that we have become familiar with the Competition Regulations and the documentation enclosed therein; our tender provides such term of validity and conditions as required under the Competition Regulations; and we guarantee the genuineness and accuracy of the provided information.

Signature of the authorised representative \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ For the seals:

Name, surname and position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of the Tenderer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## SAMPLE 3

**FINANCIAL TENDER**

**Procurement title: “Supply of quantum chemistry calculation software package to the Latvian Institute of Organic Synthesis within the Framework of ERDF activity 2.1.1.3.3.”**

**ID No.: OSI 2015/11 AK ERAF**

**We hereby submit the following proposal:**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No.** | **Name of the goods** | **Unit**  *(if applicable)* | **Unit price,**  **EUR** | **Number of units** | **Amount,**  **EUR** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| **Total price of goods, less VAT** | | | | |  |
| **Applicable VAT amount** | | | | |  |
| **Total price of goods with the applicable VAT amount** | | | | |  |

We hereby confirm that we have become familiar with the Competition Regulations and the documentation enclosed therein; our tender provides such term of validity and conditions as required under the Competition Regulations; and we guarantee the genuineness and accuracy of the provided information.

Signature of the authorised representative \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ For the seals:

Name, surname and position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of the Tenderer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SAMPLE INFORMATION ON THE TENDERER**

## SAMPLE 4.1

General information regarding the Tenderer:

|  |  |  |
| --- | --- | --- |
| **1.** | **Company name:** |  |
| **2.** | **Address:** |  |
| **3.** | **Contact persons:** |  |
| **4.** | **Telephone:** |  |
| **5.** | **Fax:** |  |
| **6.** | **Email *(compulsory)*:** |  |
| **7.** | **General internet website address:** |  |
| **8.** | **Place of registration:** |  |
| **9.** | **Year of registration:** |  |
| **10.** | **Business area of the company (short description):** |  |
| **11.** | **Financial details:** | **Bank name:** |
| **Address of the bank** *(including city, country, postal code):* |
| **Bank code:** |
| **Account number:** |

## SAMPLE 4.2

Information regarding the persons whose competence the Tenderer is relying on:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name** | **Status within the tender** | **Address, telephone, contact person** | **Scope of deliveries and services from the total scope**  **(%)** | **Short description of the works to be performed by subcontractors/partners** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

Signature of the authorised person of the Tenderer:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_